B 210A (Form 210A) (12/09)

# UNITED STATES BANKRUPTCY COURT

## FOR THE NORTHERN DISTRICT OF TEXAS

In re	Case No10-10175
TRANSFER OF CLAIM OT	HER THAN FOR SECURITY
A CLAIM HAS BEEN FILED IN THIS CASE or d hereby gives evidence and notice pursuant to Rule 3 than for security, of the claim referenced in this evidence and provide the claim referenced in the evidence of the claim referenced in this evidence.	001(e)(2), Fed. R. Bankr. P., of the transfer, other
LVNV Funding LLC	American General Finance
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent: LVNV Funding LLC c/o Resurgent Capital Services PO Box 10587 Greenville, SC 29603-0587	Court Claim # (if known):11 Amount of Claim:7860.15 Date Claim Filed:09/02/2010
Phone: 877-264-5884	Phone: 877-264-5884
Last Four Digits of Acet #:3489	Last Four Digits of Acct. #: _7910
Name and Address where transferee payments should be sent (if different from above):	
Phone:	
I declare under penalty of perjury that the information best of my knowledge and belief.	on provided in this notice is true and correct to the
By:/s/ Susan Gaines	Date:8/30/2013
Transferee/Transferee's Agent	

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

#### EXHIBIT A

## BILL OF SALE AND ASSIGNMENT OF ACCOUNTS

Springleaf Financial Services of Indiana, Inc., an Indiana corporation, Springleaf Financial Services of Wisconsin, Inc., a Wisconsin corporation and Springleaf Financial Services, Inc., a Delaware corporation (collectively referred to as "Seller"), all having their principal place of business at 601 NW Second Street, Evansville, Indiana 47708 hereby absolutely sells, transfers, assigns, sets-over and conveys to Sherman Originator III LLC, a limited liability company organized under the laws of Delaware with an office at 200 Meeting Street, Suite 206, Charleston, SC 29401, ("Purchaser") without recourse and without representations or warranties, express or implied, of any type, kind or nature except as set forth in the Agreement (hereinafter defined):

- (a) all of Seller's right, title and interest in and to each of the Accounts identified in the Account schedule attached hereto as Schedule A (the "Accounts"), and on the data file titled "Springleaf BK13 06072013."
- (b) all principal, interest or other proceeds of any kind with respect to the Accounts, but excluding any payments or other consideration received by or on behalf of Seller on or prior to March 31, 2013, with respect to the Accounts.

This Bill of Sale is being executed and delivered pursuant to and in accordance with the terms and provisions of that certain Purchase and Sale Agreement made and entered into by and between Seller and Purchaser dated June 3, 2013, (the "Agreement"). The Accounts are defined and described in the Agreement and are being conveyed hereby subject to the terms, conditions and provisions set forth in the Agreement.

This Bill of Sale shall be governed by the laws of the State of Indiana without regard to the conflicts-of-laws rules thereof.

DATED: June 7, 2013

SELLER:

By:
Name: Tool R. ERJUla

Title: SVP and Deputy General Coursel

STATE OF INDIANA)
) ss.
COUNTY OF VANDERBURGH)

	On this the day of June, 2013, before me the undersigned officer, personally appeared	ł
Jooks	ERKIlla, who acknowledged him/herself to be the VP+1266 of Spring leaf Iman clay	1
Commenter F	On this the day of June, 2013, before me the undersigned officer, personally appeared, who acknowledged him/herself to be the of, and that India he/she as such officer, being authorized so to do, acknowledged the execution of the same to be his/her free act and deed as such officer and the free act and deed of said company.	MA,
spring - ain.	he/she as such officer, being authorized so to do, acknowledged the execution of the same to be his/her	Drc.
Wisconsin	free act and deed as such officer and the free act and deed of said company.	
Inc.	ž ·	

IN WITNESS WHEREOF, I hereunto set my hand.

MULL

Commissioner of the Superior Court

Notary Public

My Commission Expires.

May 10, 2015

# **Transfer and Assignment**

Sherman Originator III LLC ("SOLLC III"), without recourse, to the extent permitted by applicable law, hereby transfers, sells, assigns, conveys, grants and delivers to Sherman Originator LLC ("SOLLC") all of its right, title and interest in and to the receivables and other assets (the "Assets") identified on Exhibit A, in the Receivable File dated March 31, 2013 delivered by Springleaf Financial Services of Indiana, Inc., Springleaf Financial Services of Wisconsin, Inc. and Springleaf Financial Services, Inc. on June 07, 2013 for purchase by SOLLC III on June 07, 2013. The transfer of the Assets included electronically stored business records.

SOLLC, subsequent to the above mentioned transfer, hereby transfers, sells, assigns, conveys, grants and delivers to LVNV Funding LLC ("LVNV"), the above mentioned Assets. The transfer of the Assets included electronically stored business records.

Dated: June 07, 2013

Sherman Originator III LLC

a Delaware Limited Liability Company

Bv:

Name: Jon Mazz

Title: Director

Dated: June 07, 2013

Sherman Originator LLC

a Delaware Limited Liability Company

By

Name: Kevin Branigan

Title: Authorized Representative

Dated: June 07, 2013

LVNV Funding LLC

a Delaware Limited Liability Company

By:

Name: Rusty Kendall

Title: Authorized Representative

Exhibit A

**Receivables File** 

06.07.13

**Transfer Group** 

Portfolio

**Transfer Batch** 

271281

20125

N/A

#### EXHIBIT C

## WAIVER OF NOTICE OF TRANSFER OF CLAIM

Springleaf Financial Services of Indiana, Inc., an Indiana corporation, Springleaf Financial Services of Wisconsin, Inc., a Wisconsin corporation and Springleaf Financial Services, Inc., a Delaware corporation (collectively referred to as "Transferor"), all having their principal place of business at Evansville, Indiana, has sold and assigned certain claims to Sherman Originator III LLC ("Transferee"). Transferee is a limited liability company organized under the laws Delaware maintaining a place of business at 200 Meeting Street, Suite 206, Charleston, SC 29401. Said claims arise from consumer credit accounts (the "Accounts") issued to individuals who have filed petitions commencing cases under the U.S. Bankruptcy Code. Proofs of claim with respect to the Accounts may have been filed under the following name(s):

AMERICAN GENERAL

AMERICAN GENERAL AUTO FINANCE

AMERICAN GENERAL AUTO FINANCE, INC.

AMERICAN GENERAL AUTO FINANCE, INC.

AMERICAN GENERAL AUTO FINANCE, INC. (TN CORP)

AMERICAN GENERAL CONSUMER DISCOUNT COMPANY

American General Finance

AMERICAN GENERAL FINANCE OF AMERICA, INC.

AMERICAN GENERAL FINANCE, INC.

American General Finance, Inc.

AMERICAN GENERAL FINANCE, INC. D/B/A

American General Financial Center

AMERICAN GENERAL FINANCIAL SERVICES

AMERICAN GENERAL FINANCIAL SERVICES (DE), INC.

AMERICAN GENERAL FINANCIAL SERVICES NH, INC.

AMERICAN GENERAL FINANCIAL SERVICES OF ALABAMA, INC.

AMERICAN GENERAL FINANCIAL SERVICES OF AMERICA, INC.

AMERICAN GENERAL FINANCIAL SERVICES OF AMERICA, INC.
AMERICAN GENERAL FINANCIAL SERVICES OF FLORIDA, INC.

AMERICAN GENERAL FINANCIAL SERVICES OF HAWAII, INC.

AMERICAN GENERAL FINANCIAL SERVICES OF ILLINOIS, INC.

AMERICAN GENERAL FINANCIAL SERVICES OF LOUISIANA, INC.

AMERICAN GENERAL FINANCIAL SERVICES OF WISCONSIN, INC.

AMERICAN GENERAL FINANCIAL SERVICES, INC

AMERICAN GENERAL FINANCIAL SERVICES, INC.
AMERICAN GENERAL FINANCIAL SERVICES, INC. (DE)

AMERICAN GENERAL HOME EQUITY, INC.

COMMOLOCO, INC.

COMMOLOCO, INC. D/B/A COMMOLOCO I MAS

COMMOLOCO,INC.

MOREOUITY, INC.

SECOND STREET FUNDING

SERVICE BUREAU OF INDIANA, INC.

SPRINGLEAF AUTO FINANCE, INC.

SPRINGLEAF CONSUMER LOAN OF WEST VIRGINIA, INC

SPRINGLEAF CONSUMER LOAN, INC

SPRINGLEAF FINANCIAL SERVICES

SPRINGLEAF FINANCIAL SERVICES OF ALABAMA, INC.

SPRINGLEAF FINANCIAL SERVICES OF AMERICA, INC.

SPRINGLEAF FINANCIAL SERVICES OF AMERICA, INC.

SPRINGLEAF FINANCIAL SERVICES OF ARIZONA, INC.

SPRINGLEAF FINANCIAL SERVICES OF FLORIDA, INC.

SPRINGLEAF FINANCIAL SERVICES OF FLORIDA, INC. DBA

SPRINGLEAF FINANCIAL SERVICES OF HAWAII, INC.

SPRINGLEAF FINANCIAL SERVICES OF ILLINOIS, INC.

SPRINGLEAF FINANCIAL SERVICES OF INDIANA, INC.
SPRINGLEAF FINANCIAL SERVICES OF LOUISIANA, INC.

SPRINGLEAF FINANCIAL SERVICES OF MASSACHUSETTS, INC.

SPRINGLEAF FINANCIAL SERVICES OF NEW HAMPSHIRE, INC.

SPRINGLEAF FINANCIAL SERVICES OF NEW YORK, INC.

SPRINGLEAF FINANCIAL SERVICES OF NORTH CAROLINA, INC.

SPRINGLEAF FINANCIAL SERVICES OF OHIO, INC.

SPRINGLEAF FINANCIAL SERVICES OF PENNSYLVANIA, INC.

SPRINGLEAF FINANCIAL SERVICES OF SOUTH CAROLINA, INC.

SPRINGLEAF FINANCIAL SERVICES OF TEXAS, INC.

SPRINGLEAF FINANCIAL SERVICES OF WASHINGTON, INC

SPRINGLEAF FINANCIAL SERVICES OF WISCONSIN, INC.

SPRINGLEAF FINANCIAL SERVICES OF WYOMING, INC.

SPRINGLEAF FINANCIAL SERVICES, INC.

SPRINGLEAF FINANCIAL SERVICES, INC. DBA

SPRINGLEAF FUNDING, INC.

SPRINGLEAF HOME EQUITY, INC.

STATE FINANCIAL SERVICES - SPRINGLEAF, INC. DBA

Transferor consents to the attachment of a copy of this Waiver of Notice of Transfer of Claim to a Notice of Transfer of Claim filed by Transferee pursuant to Federal Rule of Bankruptcy Procedure 3001(e)(2). Transferor specifically waives the right to receive notice of and object to the filing of the Notice of Transfer of Claim. Transferor requests that Transferee be substituted for Transferor immediately upon the filing of the Notice of Transfer of Claim. A copy of this Waiver shall have the same force and effect as the original.

IN WITNESS WHEREOF, Transferor has executed this Waiver under its corporate seal by and through its duly authorized officer this 3 day of June, 2013.

SPRINGLEAF FINANCIAL SERVICES OF INDIANA, INC,

Transferor

By:\_\_\_\_\_[Name]

[Name] [Title]

SPRINGLEAF FINANCIAL SERVICES OF WISCONSIN, INC,

Transferor

Ву:\_\_\_\_

[Name] [Title]

SPRINGLEAF FINANCIAL SERVICES, INC,

Transferor

[Name

[Title]